

**BEFORE THE  
STATE BOARD OF OPTOMETRY  
DEPARTMENT OF CONSUMER AFFAIRS  
STATE OF CALIFORNIA**

In the Matter of the Accusation Against:

**SVETLANA FISHER  
7976 Santa Monica Blvd.  
West Hollywood, CA 90046**

**Optometrist License No. 9936**

Respondent.

Case No. CC 2007-79

OAH No. L-2010080070

**DECISION AND ORDER**

The attached Stipulated Settlement and Disciplinary Order is hereby adopted by the State Board of Optometry, Department of Consumer Affairs, as its Decision in this matter.

This Decision shall become effective on May 8, 2012.

It is so ORDERED April 9<sup>th</sup>, 2012



\_\_\_\_\_  
FOR THE STATE BOARD OF OPTOMETRY  
DEPARTMENT OF CONSUMER AFFAIRS

1 KAMALA D. HARRIS  
Attorney General of California  
2 GREGORY J. SALUTE  
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Deputy Attorney General  
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8 **BEFORE THE**  
**STATE BOARD OF OPTOMETRY**  
9 **DEPARTMENT OF CONSUMER AFFAIRS**  
**STATE OF CALIFORNIA**

10 In the Matter of the Accusation Against:

Case No. CC 2007-79

11 SVETLANA FISHER  
12 7976 Santa Monica Blvd.  
13 West Hollywood, CA 90046

OAH No. L-2010080070

14 Optometrist License No. 9936

**STIPULATED SETTLEMENT AND  
DISCIPLINARY ORDER**

15 Respondent.

16  
17 IT IS HEREBY STIPULATED AND AGREED by and between the parties to the above-  
18 entitled proceedings that the following matters are true:

19 **PARTIES**

20 1. Mona Maggio (Complainant) is the Executive Officer of the State Board of  
21 Optometry. She brought this action solely in her official capacity and is represented in this matter  
22 by Kamala D. Harris, Attorney General of the State of California, by Helene E. Swanson, Deputy  
23 Attorney General.

24 2. Respondent Svetlana Fisher (Respondent) is represented in this proceeding by  
25 attorney Craig Steinberg, whose address is:

26 Law Offices of Craig S. Steinberg

27 5737 Kanan Road, #540

28 Agoura Hills, CA 91301

3. On or about September 8, 1992, the State Board of Optometry issued Optometrist License No. 9936 to Svetlana Fisher (Respondent). The Optometrist License was in full force and effect at all times relevant to the charges brought in Accusation No. CC 2007-79 and will expire on July 31, 2012, unless renewed.

## JURISDICTION

4. Accusation No. CC 2007-79 was filed before the State Board of Optometry (Board), Department of Consumer Affairs, and is currently pending against Respondent. The Accusation and all other statutorily required documents were properly served on Respondent on March 15, 2010. Respondent timely filed her Notice of Defense contesting the Accusation.

5. A copy of the First Amended Accusation (Accusation) No. CC 2007-79 is attached as **Exhibit A** and incorporated herein by reference.

## ADVISEMENT AND WAIVERS

6. Respondent has carefully read, fully discussed with counsel, and understands the charges and allegations in Accusation No. CC 2007-79. Respondent has also carefully read, fully discussed with counsel, and understands the effects of this Stipulated Settlement and Disciplinary Order.

7. Respondent is fully aware of her legal rights in this matter, including the right to a hearing on the charges and allegations in the Accusation; the right to be represented by counsel at her own expense; the right to confront and cross-examine the witnesses against her; the right to present evidence and to testify on her own behalf; the right to the issuance of subpoenas to compel the attendance of witnesses and the production of documents; the right to reconsideration and court review of an adverse decision; and all other rights accorded by the California Administrative Procedure Act and other applicable laws.

8. Respondent voluntarily, knowingly, and intelligently waives and gives up each and every right set forth above.

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1 **CULPABILITY**

2 9. Respondent admits to a violation of Section 3110, subdivision (q), failure to maintain  
3 adequate records pertaining to treatment of nine patients who resided and were treated at Board &  
4 Care facilities, as alleged in Accusation No. CC 2007-79.

5 10. Respondent agrees that her Optometrist License is subject to discipline and she agrees  
6 to be bound by the Board's probationary terms as set forth in the Disciplinary Order below.

7 **RESERVATION**

8 11. The admissions made by Respondent herein are only for the purposes of this  
9 proceeding and any future proceedings between the Board and Respondent, or any other  
10 proceedings in which the State Board of Optometry or other professional licensing agency in the  
11 State of California is involved, and shall not be admissible in any other criminal or civil action,  
12 forum or proceeding.

13 **CONTINGENCY**

14 12. This stipulation shall be subject to approval by the State Board of Optometry.  
15 Respondent understands and agrees that counsel for Complainant and the staff of the State Board  
16 of Optometry may communicate directly with the Board regarding this stipulation and settlement,  
17 without notice to or participation by Respondent or her counsel. By signing the stipulation,  
18 Respondent understands and agrees that she may not withdraw her agreement or seek to rescind  
19 the stipulation prior to the time the Board considers and acts upon it. If the Board fails to adopt  
20 this stipulation as its Decision and Order, the Stipulated Settlement and Disciplinary Order shall  
21 be of no force or effect, except for this paragraph, it shall be inadmissible in any legal action  
22 between the parties, and the Board shall not be disqualified from further action by having  
23 considered this matter.

24 13. The parties understand and agree that facsimile copies of this Stipulated Settlement  
25 and Disciplinary Order, including facsimile signatures thereto, shall have the same force and  
26 effect as the originals.

27 14. This Stipulated Settlement and Disciplinary Order is intended by the parties to be an  
28 integrated writing representing the complete, final, and exclusive embodiment of their agreement.

1 It supersedes any and all prior or contemporaneous agreements, understandings, discussions,  
2 negotiations, and commitments (written or oral). This Stipulated Settlement and Disciplinary  
3 Order may not be altered, amended, modified, supplemented, or otherwise changed except by a  
4 writing executed by an authorized representative of each of the parties.

5 15. In consideration of the foregoing admissions and stipulations, the parties agree that  
6 the Board may, without further notice or formal proceeding, issue and enter the following

7 Disciplinary Order:

8 **DISCIPLINARY ORDER**

9 IT IS HEREBY ORDERED that Optometrist License No. 9936 issued to Respondent  
10 Svetlana Fisher (Respondent) is suspended. However, the suspension is stayed and Respondent is  
11 placed on probation for three (3) years on the following terms and conditions.

12 1. **OBEY ALL LAWS:** Respondent shall obey all federal, state, and local laws,  
13 governing the practice of optometry in California. Respondent shall notify the Board in writing  
14 within 72 hours of any incident resulting in his/her arrest, or charges filed against, or a citation  
15 issued against Respondent.

16 **CRIMINAL COURT ORDERS:** If Respondent is under criminal court orders by any  
17 governmental agency, including probation or parole, and the orders are violated, this shall be  
18 deemed a violation of probation and may result in the filing of an accusation or petition to revoke  
19 probation or both.

20 **OTHER BOARD OR REGULATORY AGENCY ORDERS:** If Respondent is subject to  
21 any other disciplinary order from any other health-care related board or any professional licensing  
22 or certification regulatory agency in California or elsewhere, and violates any of the orders or  
23 conditions imposed by other agencies, this shall be deemed a violation of probation and may  
24 result in the filing of an accusation or petition to revoke probation or both.

25 2. **QUARTERLY REPORTS:** Respondent shall file quarterly reports of compliance  
26 under penalty of perjury to the probation monitor assigned by the Board. Quarterly report forms  
27 will be provided by the Board. Omission or falsification in any manner of any information on  
28 these reports shall constitute a violation of probation and shall result in the filing of an accusation

1 and/or a petition to revoke probation against Respondent's optometrist license. Respondent is  
2 responsible for contacting the Board to obtain additional forms if needed. Quarterly reports are  
3 due for each year of probation throughout the entire length of probation as follows:

4 For the period covering January 1st through March 31st, reports are to be completed and  
5 submitted between April 1st and April 7th.

6 For the period covering April 1st through June 30th, reports are to be completed and  
7 submitted between July 1st and July 7th.

8 For the period covering July 1st through September 30th, reports are to be completed and  
9 submitted between October 1st and October 7th.

10 For the period covering October 1st through December 31st, reports are to be completed  
11 and submitted between January 1st and January 7th.

12 Failure to submit complete and timely reports shall constitute a violation of probation.

13 **3. COOPERATE WITH PROBATION MONITORING PROGRAM:** Respondent  
14 shall comply with the requirements of the Board's probation monitoring program, and shall, upon  
15 reasonable request, report or personally appear as directed.

16 Respondent shall claim all certified mail issued by the Board, respond to all notices of  
17 reasonable requests timely, and submit Reports, Identification Update reports or other reports  
18 similar in nature, as requested and directed by the Board or its representative.

19 Respondent is encouraged to contact the Board's Probation Program at any time he/she  
20 has a question or concern regarding his/her terms and conditions of probation.

21 Failure to appear for any scheduled meeting or examination, or cooperate with the  
22 requirements of the program, including timely submission of requested information, shall  
23 constitute a violation of probation and may result in the filing of an accusation and/or a petition to  
24 revoke probation against Respondent's Optometrist license.

25 **4. FUNCTION AS AN OPTOMETRIST:** Respondent shall function as an optometrist  
26 for a minimum of 60 hours per month for the entire term of her probation period, except for  
27 ordinary vacations or due to illness or injury.

28 **5. NOTICE TO EMPLOYER:** Respondent shall provide to the Board the names,

1 physical addresses, mailing addresses, and telephone number(s) of all employers and shall give  
2 specific, written consent that the licensee authorizes the Board and the employers to communicate  
3 regarding the licensee's work status, performance, and monitoring. Monitoring includes, but is not  
4 limited to, any violation of any probationary term and condition.

5 Respondent shall be required to inform her employer, and each subsequent employer  
6 during the probation period, of the discipline imposed by this decision by providing her director  
7 and all subsequent directors with a copy of the decision and order, and the Accusation in this  
8 matter prior to the beginning of or returning to employment or within 14 days from each change  
9 in a director.

10 The Respondent must ensure that the Board receives written confirmation from the  
11 employer that she is aware of the Discipline, on forms to be provided to the Respondent. The  
12 Respondent must ensure that all reports completed by the employer are submitted from the  
13 employer directly to the Board. Respondent is responsible for contacting the Board to obtain  
14 additional forms if needed.

15 **6. CHANGES OF EMPLOYMENT OR RESIDENCE:** Respondent shall notify the  
16 Board, and appointed probation monitor in writing, of any and all changes of employment,  
17 location, and address within 14 days of such change. This includes but is not limited to applying  
18 for employment, termination or resignation from employment, change in employment status, and  
19 change in supervisors, administrators or directors.

20 Respondent shall also notify his/her probation monitor AND the Board IN WRITING of  
21 any changes of residence or mailing address within 14 days. P.O. Boxes are accepted for mailing  
22 purposes; however the Respondent must also provide his/her physical residence address as well.

23 **7. COST RECOVERY:** Respondent shall pay to the Board a sum not to exceed the  
24 costs of the investigation and prosecution of this case. That sum shall be \$21,869.75 and shall be  
25 paid in full directly to the Board, in a Board approved payment plan, within six (6) months from  
26 the end of the Probation term. Cost recovery will not be tolled.

27 If Respondent is unable to submit costs timely, she shall be required instead to submit an  
28 explanation of why he/she is unable to submit these costs in part or in entirety, and the date(s) she

1 will be able to submit the costs, including payment amount(s). Supporting documentation and  
2 evidence of why the Respondent is unable to make such payment(s) must accompany this  
3 submission.

4 Respondent understands that failure to submit costs timely is a violation of probation and  
5 submission of evidence demonstrating financial hardship does not preclude the Board from  
6 pursuing further disciplinary action. However, Respondent understands that by providing

7 evidence and supporting documentation of financial hardship may delay further disciplinary  
8 action.

9 Consideration to financial hardship will not be given should Respondent violate this term  
10 and condition, unless an unexpected AND unavoidable hardship is established from the date of  
11 this order to the date payment(s) is due. The filing of bankruptcy by the Respondent shall not  
12 relieve the Respondent of his/her responsibility to reimburse the Board for these costs.

13 **8. TAKE AND PASS CALIFORNIA LAWS AND REGULATIONS**

14 **EXAMINATION:** Before the probationary term is completed, Respondent shall take and pass  
15 the California Laws and Regulations Examination (CLRE). If Respondent fails this examination,  
16 Respondent must take and pass a re-examination as approved by the Board. The waiting period  
17 between repeat examinations shall be at six month intervals until success is achieved. Respondent  
18 shall pay the established examination fees. If Respondent has not taken and passed the  
19 examination prior to the end of probation, Respondent shall be considered to be in violation of  
20 probation.

21 **9. VALID LICENSE STATUS:** Respondent shall maintain a current, active and valid  
22 license for the length of the probation period. Failure to pay all fees and meet CE (continuing  
23 education) requirements prior to her license expiration date shall constitute a violation of  
24 probation.

25 **10. TOLLING FOR OUT-OF-STATE RESIDENCE OR PRACTICE:** Periods of  
26 residency or practice outside California, whether the periods of residency or practice are  
27 temporary or permanent, will toll the probation period but will not toll the cost recovery  
28 requirement, nor the probation monitoring costs incurred. Travel outside of California for more



1 than 30 days must be reported to the Board in writing prior to departure. Respondent shall notify  
2 the Board, in writing, within 14 days, upon her return to California and prior to the  
3 commencement of any employment where representation as an optometrist is/was provided.

4 Respondent's license shall be automatically cancelled if Respondent's periods of  
5 temporary or permanent residence or practice outside California total two years. However,

6 Respondent's license shall not be cancelled as long as Respondent is residing and practicing in  
7 another state of the United States and is on active probation with the licensing authority of that  
8 state, in which case the two year period shall begin on the date probation is completed or  
9 terminated in that state.

10 **11. LICENSE SURRENDER:** During Respondent's term of probation, if she ceases  
11 practicing due to retirement, health reasons, or is otherwise unable to satisfy any condition of  
12 probation, Respondent may surrender her license to the Board. The Board reserves the right to  
13 evaluate Respondent's request and exercise its discretion whether to grant the request, or to take  
14 any other action deemed appropriate and reasonable under the circumstances, without further  
15 hearing. Upon formal acceptance of the tendered license and wall certificate, Respondent will no  
16 longer be subject to the conditions of probation. All costs incurred (i.e., Cost Recovery) are due  
17 upon reinstatement.

18 Surrender of Respondent's license shall be considered a Disciplinary Action and shall  
19 become a part of Respondent's license history with the Board.

20 **12. VIOLATION OF PROBATION:** If Respondent violates any term of the probation  
21 in any respect, the order staying the suspension of Respondent's license will be revoked  
22 automatically. If an accusation or a petition to revoke probation is filed against Respondent  
23 during probation, the Board shall have continuing jurisdiction until the matter is final, and the  
24 period of probation shall be extended. No petition for modification of discipline shall be  
25 considered while there is an accusation or petition to revoke probation or other discipline pending  
26 against Respondent.

27 **13. COMPLETION OF PROBATION:** Upon successful completion of probation,  
28 Respondent's certificate license shall be fully restored.

1           **14. SALE OR CLOSURE OF AN OFFICE AND/OR PRACTICE:** If Respondent  
2 sells or closes her office after the imposition of administrative discipline, Respondent shall ensure  
3 the continuity of patient care and the transfer of patient records. Respondent shall also ensure that  
4 patients are refunded money for work/services not completed or provided, and shall not  
5 misrepresent to anyone the reason for the sale or closure of the office and/or practice. The  
6 provisions of this condition in no way authorize the practice of optometry by the Respondent  
7 during any period of license suspension.

8           **15. MONITOR BILLING AUDIT:** Within sixty (60) days of the effective date of this  
9 decision, Respondent shall provide to the Board or its designee the names and qualifications of  
10 three auditors. The Board or its designee shall select one of the three auditors to audit  
11 Respondent's billings and patient records for compliance with this condition of probation. During  
12 said audit, twenty (20) randomly selected client billing and patient records shall be reviewed per  
13 quarter during the period of probation, in accordance with accepted auditing/accounting standards  
14 and practices to ensure that the examinations and/or tests billed for were completed. The records  
15 reviewed will be records from at or after the start of probation. If requested by the Board, the  
16 Board shall be advised of the results of the audit, and may obtain any and all copies of any  
17 documents audited or the results of the audit, upon request. The cost of the audits shall be borne  
18 by Respondent. Failure to pay for the audits in a timely fashion or failure to provide the Board  
19 with the audit results and/or copies of the audited records within ten (10) days from audit  
20 completion shall constitute a violation of probation.

21           **IT IS HEREBY FURTHER ORDERED** that:

22           1.   **Restricted Practice.** Respondent shall be permanently prohibited from providing  
23 optometry treatment to patients at skilled nursing faculties, nursing homes, residential care  
24 facilities, Board and Care facilities, and assisted living facilities. This condition shall continue  
25 until such time, if ever, Respondent successfully petitions the Board for the reinstatement of her  
26 ability to perform such examinations. Respondent understands and agrees that the Board is under  
27 no obligation to reinstate Respondent's ability to perform such examinations, that the Board has  
28 made no representations concerning whether any such reinstatement might occur, and that the

1 decision to reinstate is within the sole discretion of the Board.

2       2. **Full Compliance.** This Stipulated Settlement and Disciplinary Order as a  
3 resolution to the charges in the Accusation is contingent upon Respondent's full compliance with  
4 the condition of this Order, set forth in Paragraph I above. If Respondent fails to satisfy this  
5 condition, she agrees the Board can file a supplemental accusation for unprofessional conduct  
6 based on her failure to comply with the term set forth in Paragraph I above as an independent  
7 basis for disciplinary action. In the event that Respondent fails to satisfy the above condition,  
8 Respondent understands and agrees that the Board will be entitled to proceed on the supplemental  
9 accusation based on her failure to comply with the above condition.

10                                   **ACCEPTANCE**

11       I have carefully read the above Stipulated Settlement and Disciplinary Order and have fully  
12 discussed it with my attorney, Craig Steinberg. I understand the stipulation and the effect it will  
13 have on my Optometrist License. I enter into this Stipulated Settlement and Disciplinary Order  
14 voluntarily, knowingly, and intelligently, and agree to be bound by the Decision and Order of the  
15 State Board of Optometry.

16  
17 DATED: 2-25-12

  
\_\_\_\_\_  
SVETLANA FISHER  
Respondent

19       I have read and fully discussed with Respondent Svetlana Fisher the terms and conditions  
20 and other matters contained in the above Stipulated Settlement and Disciplinary Order. I approve  
21 its form and content.

22 DATED: 2-26-12

  
\_\_\_\_\_  
CRAIG S. STEINBERG, ESQ.  
Attorney for Respondent

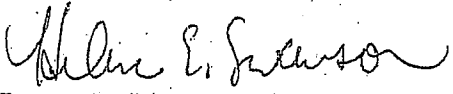
1 ENDORSEMENT

2 The foregoing Stipulated Settlement and Disciplinary Order is hereby respectfully  
3 submitted for consideration by the State Board of Optometry of the Department of Consumer  
4 Affairs.

5 Dated: February 27, 2012

6 Respectfully submitted,

7 KAMALA D. HARRIS  
8 Attorney General of California  
9 GREGORY J. SALUTE  
10 Supervising Deputy Attorney General

11   
12 HELENE E. SWANSON  
13 Deputy Attorney General  
14 *Attorneys for Complainant*

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**Exhibit A**

**Accusation No. CC 2007-79**

1 KAMALA D. HARRIS  
Attorney General of California  
2 GREGORY J. SALUTE  
Supervising Deputy Attorney General  
3 HELENE E. SWANSON  
Deputy Attorney General  
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7 *Attorneys for Complainant*

8 **BEFORE THE**  
9 **STATE BOARD OF OPTOMETRY**  
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12 In the Matter of the Accusation Against:

Case No. CC 2007-79

13 **SVETLANA FISHER**  
7976 Santa Monica Blvd.  
West Hollywood, CA 90046

**FIRST AMENDED ACCUSATION**

14 **Optometrist License No. 9936**

15 Respondent.

16  
17  
18 Complainant alleges:

19 **PARTIES**

20 1. Mona Maggio (Complainant) brings this Accusation solely in her official capacity as  
21 the Executive Officer of the State Board of Optometry, Department of Consumer Affairs.

22 2. On or about September 8, 1992, the State Board of Optometry issued Optometrist  
23 License Number 9936 to Svetlana Fisher (Respondent). The Optometrist License was in full  
24 force and effect at all times relevant to the charges brought herein and will expire on July 31,  
25 2012, unless renewed.

26 ///

27 ///

**JURISDICTION**

3. This Accusation is brought before the State Board of Optometry (Board), Department of Consumer Affairs, under the authority of the following laws. All section references are to the Business and Professions Code unless otherwise indicated.

4. Section 118, subdivision (b), of the Code provides that the suspension, expiration, surrender, or cancellation of a license shall not deprive the Board/Registrar/Director of

jurisdiction to proceed with a disciplinary action during the period within which the license may be renewed, restored, reissued or reinstated.

5. Section 3090 of the Code states:

"Except as otherwise provided by law, the board may take action against all persons guilty of violating this chapter or any of the regulations adopted by the board. The board shall enforce and administer this article as to licenseholders, and the board shall have all the powers granted in this chapter for these purposes, including, but not limited to, investigating complaints from the public, other licensees, health care facilities, other licensing agencies, or any other source suggesting that an optometrist may be guilty of violating this chapter or any of the regulations adopted by the board."

6. Section 3110 of the Code states:

"The board may take action against any licensee who is charged with unprofessional conduct, and may deny an application for a license if the applicant has committed unprofessional conduct. In addition to other provisions of this article, unprofessional conduct includes, but is not limited to, the following:

(a) Violating or attempting to violate, directly or indirectly assisting in or abetting the violation of, or conspiring to violate any provision of this chapter or any of the rules and regulations adopted by the board pursuant to this chapter.

(b) Gross negligence.

...

(d) Incompetence.

...

(q) The failure to maintain adequate and accurate records relating to the provision of services to his or her patients. . . .”

7. California Code of Regulations, Title 16, section 1510, provides as follows:

“Inefficiency in the profession is indicated by the failure to use, or the lack of proficiency in the use of the ophthalmoscope, the retinoscope, the ophthalmometer (or keratometer), tonometer, biomicroscope, any one of the modern refracting instruments such as the phoropter, refractor, etc., or the phorometer-trial frame containing phoria and duction measuring elements or a multicelled trial frame, trial lenses, and prisms, in the conduct of an ocular examination; the failure to make and keep an accurate record of findings, lack of familiarity with, or neglect to use, a tangent screen or perimeter or campimeter; and the failure to make a careful record of the findings when the need of the information these instruments afford is definitely indicated.”

#### **COST RECOVERY**

8. Section 125.3 of the Code provides, in pertinent part, that the Board may request the administrative law judge to direct a licensee found to have committed a violation or violations of the licensing act to pay a sum not to exceed the reasonable costs of the investigation and enforcement of the case.

#### **STATEMENT OF FACTS**

9. On or about June 2007, nurse evaluators Elizabeth Schein and Priscilla Tan, who were and are employed by the California Department of Health Care Services (DHCS), Audits and Investigations Division, began their investigation and audit, which included reviewing the patient records of twenty patients examined and treated by Respondent who resided at various Board and Care facilities.<sup>12</sup> Services were rendered by Respondent to those patients and Medi-

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<sup>1</sup> In California in the early 1970's the residential care system was established to provide non institutional home based services to dependent care groups such as the elderly, developmentally disabled, mentally disordered and child care centers under the supervision of the Department of Public Social Services. At that time, homes for the elderly were known as Board and Care Homes and the name still persists as a common term to describe a licensed residential care home. In the vernacular of the State, these homes are also known as “Residential Care Facilities for the Elderly”.

(continued...)



Cal was billed for 68 services provided to those patients between 2002 through 2006. The DHCS records at issue in this matter concern patient records for service dates from approximately January 2005 through December 2005.

10. Nine patient records that were reviewed were billed as comprehensive eye examinations, on separate dates of service (DOS), as follows:

Record No.	Patient ID <sup>3</sup>	Patient Date of Birth	Date of Service
1	A	4/24/66	1/28/05
5	B	10/28/49	3/21/05
7	D	6/5/81	3/23/05
8	E	12/25/39	7/22/05
9	F	3/21/47	4/12/05
14	J	1/9/57	4/26/05
17	M	11/19/49	4/26/05
23	Q	11/3/62	5/4/05
26	T	12/12/72	9/2/05

11. A second level of review of the medical records, some of which are identified above, was performed by DHCS Medi-Cal Vision Care Program Consultant, Cory Vu, O.D. Based upon his review, Dr. Vu determined that there was poor or inadequate documentation in the majority of records, most of the eye examination forms failed to include Respondent's signature, there was

Residential care facilities do not provide skilled nursing services (such as giving injections, unless there is a credentialed RN or LVN individual working in the home), but they do provide assistance with all daily living activities, such as bathing and dressing. The patient records at issue in this Accusation note that these patients had eye examinations at the following Board and Care facilities: Gilmar Manor, Rosewood, Walkers Boarding Care, Pleasant View, and Westside Manor.

<sup>2</sup> On or about June 2007, the DHCS requested that Respondent provide additional patient records for 20 patients; 10 records from her office located at 7976 Santa Monica Blvd., West Hollywood, CA, and 10 records from her office located at 906 San Fernando Road, San Fernando, CA.

<sup>3</sup> To protect the patient's privacy, they will each be identified only by an assigned letter identification. The patient records were provided to Respondent's attorney on or about April 19, 2010, in response to a request for discovery from Respondent's attorney. Complainant's attorney did not receive any further requests for patient records, information or any other discovery from Respondent's attorneys.

widespread omission of vision tests on the eye records, and various violations involving Medi-Cal requirements. On or about July 25, 2008, a telephone exit conference was held with Respondent, Respondent's attorney, Dr. Vu, Ms. Schein and Ms. Tan, where the preliminary audit findings that had been sent by fax to her were discussed, and she was given an opportunity to respond to the findings.

12. In a letter dated August 6, 2007, DHCS referred the case to the Board of Optometry for review of the services provided by Respondent to her patients.

**FIRST CAUSE FOR DISCIPLINE**

**(Gross Negligence and / or Incompetence)**

13. Respondent is subject to disciplinary action under section 3110, subdivisions (b) and (d), in that Respondent provided grossly negligent and / or incompetent care and treatment to her patients, as referenced in Paragraph 10, above, as follows:

- a) Respondent failed to complete or had inadequate medical histories in Record Nos. 1, 9, 14, 17, and 23.
- b) Respondent failed to do a required annual dilated eye exam for those patients diagnosed with diabetes (see Record Nos. 5 and 8.).
- c) Although it was noted in Record No. 5 that the patient had background diabetic retinopathy and reduced best corrected visual acuity (BCVA), Respondent failed to dilate the patient and determine whether the reduced visual acuity was from the diabetic retinopathy which would have necessitated a referral to a retinal specialist for laser treatment.
- d) Respondent failed to determine whether there were any signs of diabetic retinopathy in the eyes of the patient in Record No. 8.
- e) Respondent failed to perform, or improperly performed, two routine tests for glaucoma, *i.e.*, tonometry and ophthalmoscopy, which are a required standard of care for comprehensive eye examinations. Specifically, Respondent failed to perform tonometry measurements, or intraocular pressure, in Record Nos. 14 and 23 and failed to note the time that the tonometry test was performed in Record Nos. 1,

1 14, and 23. Respondent further failed to perform ophthalmoscopy and record the  
2 cup to disc ratio (C/D ratio) in Record Nos. 1, 5, 7, 8, 9, 14, 17, 23, and 26.  
3 f) Respondent failed to properly record visual acuity (VA) measurements in numerous  
4 patients. Specifically, Respondent failed to record the entering VA in Record Nos.  
5 1, 8, 9, 14, 17, and 23, and failed to record the BCVA in Record Nos. 7, 8, 9, 14, 17,  
6 and 23.

7 **SECOND CAUSE FOR DISCIPLINE**

8 **(Failure to Maintain Adequate and Accurate Records)**

9 14. Respondent is subject to disciplinary action under Section 3110, subdivision (q), in  
10 that Respondent failed to maintain adequate and accurate records relating to the provisions of  
11 services provided to her patients, as more fully set forth in Paragraphs 9 to 13, above.

12 **THIRD CAUSE FOR DISCIPLINE**

13 **(Violation of Regulations)**

14 15. Respondent is subject to disciplinary action under Section 3110, subdivision (a), in  
15 that Respondent demonstrated professional inefficiency in violation of California Code of  
16 Regulations, Title 16, section 1510, as more fully set forth in Paragraphs 9 to 14, above.

17 **PRAYER**

18 WHEREFORE, Complainant requests that a hearing be held on the matters herein alleged,  
19 and that following the hearing, the State Board of Optometry issue a decision:

20 1. Revoking or suspending Optometrist License Number 9936, issued to Svetlana  
21 Fisher.

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1           2.    Ordering Svetlana Fisher to pay the State Board of Optometry the reasonable costs of  
2 the investigation and enforcement of this case, pursuant to Business and Professions Code section  
3 125.3; and

4           3.    Taking such other and further action as deemed necessary and proper.  
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6 DATED: March 1, 2011

  
MONA MAGGIO  
Executive Officer  
State Board of Optometry  
Department of Consumer Affairs  
State of California  
*Complainant*

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